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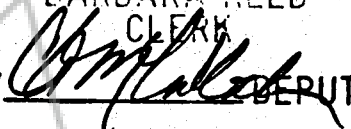
**CONTRACT DOCUMENTS**

and

**CONSTRUCTION SPECIFICATIONS**

for

**SKYLAND EROSION CONTROL PROJECT**

BARBARA REED  
CLERK  
BY  DEPUTY

**DOUGLAS COUNTY COMMUNITY DEVELOPMENT**

AND

**SKYLAND GENERAL IMPROVEMENT DISTRICT**

**JWA JOB NO. 94010**

**June 1996**

**393820**

**BK0896PG1232**

**CONTRACT DOCUMENTS**

**and**

**CONSTRUCTION SPECIFICATIONS**

**for**

**SKYLAND EROSION CONTROL PROJECT**

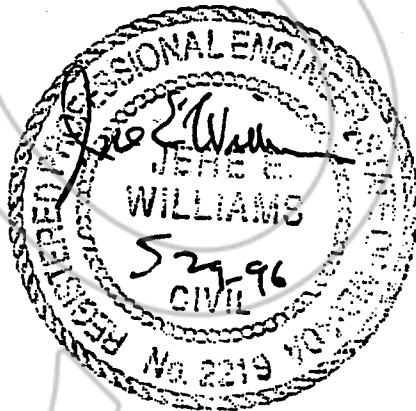
**DOUGLAS COUNTY COMMUNITY DEVELOPMENT**

**AND**

**SKYLAND GENERAL IMPROVEMENT DISTRICT**

**JWA JOB NO. 94010**

**June 1996**



**JWA Consulting Engineers  
276 Kingsbury Grade, Suite 201  
P.O. Box 1819  
Zephyr Cove, Nevada 89448  
(702) 588-7178**

**393820  
BK0896PG1233**

**SKYLAND EROSION CONTROL PROJECT  
DOUGLAS COUNTY COMMUNITY DEVELOPMENT AND  
SKYLAND GENERAL IMPROVEMENT DISTRICT**

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**ADVERTISEMENT FOR BIDS**

COPY

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**BK 0896 PG 1238**

## ADVERTISEMENT FOR BIDS

1. Separate sealed bids will be received by the Douglas County Board of Commissioners in care of Community Development, Engineering Division, Minden, Nevada, for the work as set forth in the Plans and Specifications for the Skyland Erosion Control Project. The bids shall be received on or before Thursday, June 20, 1996, at 2:00 p.m. in the Office of the Douglas County Clerk, 1594 Esmeralda Avenue, Room 105, Minden, Nevada. Bids will be subsequently opened and read at 2:15 p.m. in Room 303, Community Development, Engineering Division, 1594 Esmeralda Avenue, Minden, Nevada.
2. To assure consideration, all proposals shall be made on the blank forms as provided by Douglas County, Nevada. The Bid Proposal shall be enclosed and sealed in an envelope addressed to the Douglas County Clerk, P.O. Box 218, Minden, Nevada, 89423 and marked "Proposal For: Skyland Erosion Control Project. Bids may also be hand delivered (during normal working days between the hours of 9:00 a.m. to 5:00 p.m.) to the Office of the County Clerk, 1594 Esmeralda Avenue, Room 105, Minden, Nevada. It is the expressed responsibility of the Bidder to insure that all proposals are received prior to the indicated cut off time. All Bids sent by mail must be posted so as to be in the hands of the Douglas County Clerk by the hour and date set forth above. Bids received after the indicated cut off time shall be returned to the Bidder unopened.
3. The scheduled work for the Skyland Erosion Control Project is located on U.S. Highway 50 within the Skyland Subdivision and consists of the construction of erosion control and drainage improvements including revegetation, storm drains, rolled curb and gutter, A.C. swale shoulder work, and sediment basins. Award of contract will be determined by the Base Bid. The Project is to be constructed between August 5, 1996 and October 11, 1996.
4. No proposal will be considered unless accompanied by a bid security in the form of a Certified or Cashier's Check, or Bid Bond, in an amount not less than five percent (5%) of the bid, made payable to the Douglas County Treasurer, as a guarantee that the Bidder will enter into a contract if awarded the Work. The successful Bidder will be required to furnish a Performance Bond in an amount of one hundred percent (100%) of the Contract amount and a Payment Bond in an amount of one hundred percent (100%) of the Contract amount.

All checks or Bid Bonds, except those of the lowest three Bidders, will be returned after checking of all Bids. The lowest three Bidder's checks or Bid Bonds will be returned upon execution of the Contract, but in no event later than forty-five (45) days after receipt of the Bids. Should the successful Bidder refuse or neglect to enter into a contract and furnish the required bonds within fifteen (15) days from the time it was notified of the acceptance of its Bid, its check or Bid Bond will be forfeited as liquidated damages for its failure to do so.

5. Plans, Specifications and Bid Documents may be examined during normal business hours at the following locations:


Reno Builders Exchange  
500 Ryland Avenue  
Reno, NV 89502

Douglas County Community Development  
Engineering Division  
1594 Esmeralda Avenue, Room 202  
Minden, NV 89423



6. Copies of the Plans and Specifications may be obtained from Community Development, Engineering Division, P.O. Box 218, 1594 Esmeralda Avenue, Minden, Nevada, 89423, between the hours of 8:00 a.m. and 4:00 p.m. The non-refundable fee for the bid documents is \$50.00. It is the expressed responsibility of the bidder to insure adequate time for the arrival of all materials. Douglas County assumes no responsibility for the delay of mail ordered items.
7. The Owner reserves the right to reject any and all bids, to wave informalities, and to negotiate with the apparent best qualified Bidder to any extent as may be necessary. Omission of, or improper completion of any or all of the Bidding documents will be considered as a reason for rejection of the Bid. The complete Bidding documents shall include the following:
  1. Bid Form
  2. List of Subcontractors
  3. Bid Schedule
  4. Bid Bond (or other acceptable Security)
  5. AGC Document No. 220 - Construction Contractor's Qualification Statement for Engineered Construction
8. The Prevailing Wage Rate as established by the State Labor Commission shall be paid on projects with a final contract price of \$100,000 or more.
9. An Optional pre-bid conference will be held at 10:00 a.m. on Thursday, June 13, 1996, at the offices of JWA Consulting Engineers, Inc., 276 Kingsbury Grade, Suite 201, Stateline, Nevada. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference.

Dated: 5-29-96

  
Chris M. Tschirhart, P.E.  
Engineering Manager/County Engineer  
Douglas County, Nevada

**INSTRUCTIONS TO BIDDERS**

COPY

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## INSTRUCTIONS TO BIDDERS

### 1. Defined Terms.

Terms used in these Instructions to Bidders which are defined in the Standard General Conditions of the Construction Contract (No. 1910-8, 1990 Edition) have the meanings assigned to them in the General Conditions.

Certain additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof.

1.1 **Bidder** - one who submits a Bid directly to Owner as distinct from a sub-bidder, who submits a bid to a Bidder.

1.2 **Issuing Office** - the office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.

1.3 **Successful bidder** - the lowest, responsible and responsive Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award.

### 2. Copies of Bidding Documents.

2.1 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement or Invitation to bid may be obtained from the Issuing Office.

2.2 Complete sets of Bidding Documents must be used in preparing Bids; neither Owner nor Engineer assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.3 Owner and Engineer in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

### 3. Qualifications of Bidders.

To demonstrate qualifications to perform the Work, each Bidder must submit a completed Statement of Bidder's Experience and Financial Qualifications on the Bid Form.

### 4. Examination of Contract Documents and Site.

4.1 It is the responsibility of each Bidder before submitting a Bid:

4.1.1 To examine thoroughly the Contract Documents and other related data identified in the Bidding documents (including "technical data" referred to below);

4.1.2 To visit the site to become familiar with and satisfy Bidder as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work;

4.1.3 To consider federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work;

4.1.4 To study and carefully correlate Bidder's knowledge and observations with the Contract Documents and such other related data; and

4.1.5. To promptly notify Engineer of all conflicts, errors, ambiguities or discrepancies which Bidder has discovered in or between the Contract Documents and such other related documents.

4.2. Reference is made to the Supplementary Conditions for identification of:

4.2.1. Those reports of explorations and tests of subsurface conditions at or contiguous to the site which have been utilized by Engineer in preparation of the Contract Documents. Bidder may rely upon the general accuracy of the "technical data" contained in such reports but not upon other data, interpretations, opinions or information contained in such reports or otherwise relating to the subsurface conditions at the site, nor upon the completeness thereof for the purposes of bidding or construction. Refer to Supplementary Condition SC-4.2.1.1.

4.2.2. Those drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities) which are at or contiguous to the site that have been utilized by Engineer in preparation of the Contract Documents. Bidder may rely upon the general accuracy of the "technical data" contained in such drawings but not upon other data, interpretations, opinions or information shown or indicated in such drawings or otherwise relating to such structures, nor upon the completeness thereof for the purposes of bidding or construction.

Copies of such reports and drawings will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.2 of the General Conditions has been identified and established in Paragraph SC-4.2 of the Supplementary conditions. Bidder is responsible for any interpretation or conclusion drawn from any "technical data" or any such data, interpretations, opinions or information.

4.3. Information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities or others, and Owner and engineer do not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary Conditions.

4.4. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions and Underground Facilities, and possible changes in the Contract Documents due to differing or unanticipated conditions appear in Paragraphs 4.2 and 4.3 of the General Conditions.

4.5. Before submitting a Bid each Bidder will be responsible to obtain such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise, which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto or which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

4.6. On request, Owner will provide each Bidder access to the site to conduct such examinations, investigations, explorations, tests and studies as each Bidder deems necessary for submission of a Bid. Bidder must fill all holes and clean up and restore the site to its former condition upon completion of such explorations, investigations, tests and studies.

4.7. Reference is made to the Supplementary Conditions for the identification of the general nature of work that is to be performed at the site by Owner or others (such as utilities and other prime contractors) that relates to the work for which a Bid is to be submitted. On request, Owner will provide to each Bidder for examination access to or copies of Contract Documents (other than portions thereof related to price) for such work.

4.8. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and applying the specific means, methods, techniques, sequences or procedures of construction (if any) that may be shown or indicated or expressly required by the Contract Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities and discrepancies that Bidder has discovered in the Contract Documents and the written resolutions thereof by Engineer is acceptable to Bidder, and that the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

4.9. The provisions of I-4.1 through 4.8, inclusive, do not apply to Asbestos, Polychlorinated biphenyls (PCBs), Petroleum, Hazardous Waste or Radioactive Material covered by Paragraph 4.5 of the General Conditions.

## 5. Availability of Lands for Work, etc.

The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment or storage materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Contract Documents.

## 6. Interpretations and Addenda.

6.1. All questions about the meaning or intent of the Bidding Documents are to be directed to Engineer. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

6.2. Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner or Engineer.

## 7. Bid Security.

7.1. Each Bid must be accompanied by Bid security made payable to Owner in an amount of five percent of Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond (on form attached, if a form is prescribed) issued by a surety meeting the requirements of Paragraph 5.1 of the General Conditions. Bid Bond shall be obtained from a company which satisfies the requirements of paragraph 5.3.1 of the General Conditions.

7.2. The Bid security to Successful Bidder will be retained until such Bidder has executed the Agreement, furnished the required contract security and met the other condition of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within fifteen days after the Notice of Award, Owner may annul the Notice of Award

and Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the seventh day after the Effective Date of the Agreement or the thirty-sixth day after the Bid opening, whereupon Bid security furnished by such Bidders will be returned. Bid security with Bids which are not competitive will be returned within seven days after the Bid opening.

**8. Contract Times.**

The number of days within which, or the dates by which, the Work is to be substantially completed and also completed and ready for final payment (the term "Contract Times" is defined in paragraph 1.12 of the General Conditions) are set forth in the Agreement (or incorporated therein by reference to the attached Bid Form).

**9. Liquidated Damages.**

Provisions for liquidated damages, if any, are set forth in the Agreement.

**10. Substitute and "Or-Equal" Items.**

The Contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the effective Date of the Agreement. The procedure for submission of any such application by Contractor and consideration by Engineer is set forth in Paragraphs 6.7.1, 6.7.2, and 6.7.3 of the General Conditions and may be supplemented in the General Requirements.

**11. Subcontractors, Suppliers and Others.**

11.1 Each Bidder must submit a completed List of Subcontractors on the Form furnished with a completed Bid Form. The apparent Successful Bidder, and any other Bidder so requested, shall within seven days after the Bid opening submit to Owner supplemental information in the form of an experience statement with the pertinent information in the form of an experience statement with the pertinent information regarding similar projects and other evidence of qualifications of each Subcontractor, Supplier, person or organization if requested by Owner or Engineer. An Owner or Engineer who after due investigation has reasonable objection to any proposed Subcontractor, Supplier, other person or organization, may before the Notice of Award is given request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder shall submit an acceptable substitute, that Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution and Owner may consider such price adjustment in evaluating Bids and making the contract award.

If apparent Successful Bidder declines to make any such substitution, Owner may award contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers and other persons and organizations. The declining to make requested substitutions will not constitute grounds for sacrificing the Bid security of any Bidder. Any Subcontractor, Supplier, other person or organization listed and to whom Owner or Engineer does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.8.2 of the General Conditions.

11.2. In contracts where the Contract Price is on the basis of Cost-of-the-Work Plus a Fee, apparent Successful Bidder, prior to the Notice of Award, shall identify in writing to Owner those portions of the Work that such Bidder proposes to subcontract and after the Notice of Award may only subcontract other portions of the Work with Owner's written consent.

11.3. No Contractor shall be required to employ any Subcontractor, Supplier, other person or organization against whom Contractor has reasonable objection.

## 12. Bid Form.

12.1. The Bid Form is included with the Bidding Documents; additional copies may be obtained from Engineer (or the Issuing Office).

12.2. All blanks on the Bid Form and Bid Schedule(s) must be completed by lettering in ink or by typewriter.

12.3. Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.

12.4. Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

12.5. All names must be typed or printed in black ink below the signature.

12.6. The Bid shall contain an acknowledgement of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).

12.7. The address and telephone number of communications regarding the Bid must be shown.

12.8. Evidence of authority to conduct business as an out-of-state corporation in the state where the Work is to be performed shall be provided in accordance with Paragraph 3 above. State contractor license number, if any, must also be shown.

## 13. Submission of Bids.

Bids shall be submitted at the time and place indicated in the Advertisement of Invitation to Bid and shall be enclosed in an opaque sealed envelope, marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted) and name and address of Bidder and Accompanied by the Bid security and other required documents. If the Bid is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it.

## 14. Modification and Withdrawal of Bids.

14.1. Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

14.2. If, within twenty four hours after Bids are opened, any Bidder files a duly signed, written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, Owner may, in its sole discretion, choose to not accept the Bid and return the same to Bidder. Thereafter, that Bidder will be disqualified from further bidding on the Work to be provided under the Contract Documents.

**15. Opening of Bids.**

Bids will be opened and (unless obviously non-responsive) read aloud publicly at the place where Bids are to be submitted. An abstract of the amounts of the base Bids and major alternates (if any) will be made available to Bidders after the opening of Bids.

**16. Bids to Remain Subject to Acceptance.**

All Bids will remain subject to acceptance for thirty-five days after the day of the Bid opening, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to that date.

**17. Award of Contract.**

17.1 Owner reserves the right to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, nonresponsive, unbalanced or conditional Bids and to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Owner also reserves the right to waive all informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

17.2 In evaluating Bids, Owner will consider the qualifications of Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

17.3 Owner may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. Owner also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

17.4 Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.

17.5 If the contract is to be awarded, it will be awarded to lowest Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Project. Pursuant to Nevada Revised Statute (NRS) 338, Subsection 145, the Owner will not award the contract to any Bidder who, at the time of opening of Bids, is not licensed under the provisions of Chapter 624 of NRS or if the contract would exceed the limit of its license.

17.6 If the contract is to be awarded, Owner will give Successful Bidder a Notice of Award within forty-five days after the day of the Bid opening.



**18. Contract Security.**

Paragraph 5.1 of the General Conditions and the Supplementary Conditions set forth Owner's requirements as to performance and payment Bonds. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by the required performance and payment Bonds.

**19. Signing of Agreement.**

When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within fifteen days thereafter Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner with the required Bonds. Within ten days thereafter Owner shall deliver one fully signed counterpart to Contractor.

**20. Pre-bid Conference.**

A Pre-bid conference will be held at 10:00 a.m., June 13, 1996, at the office of JWA Consulting Engineers, 276 Kingsbury Grade, Suite 201, Stateline, Nevada 89449. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

**21. Sales and Use Taxes.**

Owner is exempt from Nevada State Sales and Use Taxes on materials and equipment to be incorporated in the Work (exemption No. 88-6000031). Said taxes shall not be included in the Contact Price. *Refer to Supplementary Conditions SC-6.15 for additional information.*

**22. Retainage.**

Provisions concerning retainage and Contractor's rights to deposit securities in lieu of retainage are set forth in the Agreement.

**23. Contracts to be Assigned.**

Owner has executed contracts with JWA Consulting Engineers, Inc., for construction management services and Turner and Associates for construction staking services.

The materials and equipment provided for in these contracts are to be furnished and delivered to the Project site for installation by Contractor. Identification of the materials and equipment and the procedures to be followed appear in Paragraph SC-6.3.4 of the Supplementary Conditions.

Bidders may examine the contract documents for these contracts at the Issuing Office.

**BID FORM**

**COPY**

**393820**

**BK0896PG1249**

BID FORM

PROJECT IDENTIFICATION: Skyland Erosion Control Project

CONTRACT IDENTIFICATION AND NUMBER: n/a

THIS BID IS SUBMITTED TO: Douglas County Community Development  
c/o Douglas County Clerk  
1594 Esmeralda  
P.O. Box 218  
Minden, NV 89423

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for thirty-five days after the day of Bid opening. BIDDER will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen days after the date of OWNER's Notice of Award.

3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

(a) BIDDER has examined and carefully studied the Bidding Documents and the following Addenda receipt of all which is hereby acknowledged: (List Addenda by Addendum Number and Date)

<u>DATE</u>	<u>Number</u>
<u>1-14-96</u>	<u>1</u>
_____	_____
_____	_____

(b) BIDDER has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work;

(c) BIDDER is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

(d) BIDDER has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.2.1 of the General Conditions. BIDDER accepts the determination set forth in paragraph SC-4.2 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which BIDDER is entitled to rely as provided in paragraph 4.2 of the General

Conditions. BIDDER acknowledges that such reports and drawings are not Contract Documents and may not be complete for BIDDER's purposes. BIDDER acknowledges that OWNER and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site. BIDDER has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by BIDDER and safety precautions and programs incident thereto. BIDDER does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Contract Documents.

- (e) BIDDER is aware of the general nature of Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
- (f) BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- (g) BIDDER has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
- (h) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.
- (i) The requirements of the Nevada Revised Statute (NRS) shall apply to this project. The bidder is responsible for compliance with all applicable statutes. These statutes include, but are not limited to:

NRS 338.020 Hourly and daily rate of wages not be less than prevailing wage in county.

NRS 338.144 Bids to include information concerning subcontractors.

NRS 338.147 Award of contract to contractor who submits best bid.

NRS 338.080 Exemptions.

The entire set of Nevada Revised Statutes are available for review at the Douglas County Law

Library, Judicial and Law Enforcement Center, 1625 Eighth Street, Minden, Nevada, during normal working hours (8:00 a.m. to 4:00 p.m. weekdays).

4. BIDDER will complete the Work in accordance with the Contract Documents for the following price(s):

See Unit Price Bid Schedule

Unit Prices have been computed in accordance with paragraph 11.9.2 of the General Conditions.

BIDDER acknowledges that quantities are not guaranteed and final payment will be based on actual quantities determined as provided in the Contract Documents.

5. BIDDER agrees that Work will be substantially complete on or before October 4, 1996, and completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions on or before October 11, 1996, or within the number of calendar days indicated in the agreement.

BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

6. The following documents are attached to and made a condition of this Bid:

- (a) Bid Form.
- (b) List of Subcontractors, Suppliers and other persons and organizations required to be identified in this Bid. (See pages BF-6 and BF-8.)
- (c) Bid Schedule.
- (d) Bid Bond (or Certified or Cashier's Check).
- (e) AGC Document No. 220 - Construction Contractor's Qualification Statement for Engineered Construction.

7. Communications concerning this Bid shall be addressed to:

The address of BIDDER indicated below.

The following address:

8. Terms used in this Bid which are defined in the General Conditions or Instructions will have the meanings indicated in the General Conditions or Instructions.

SUBMITTED on June 20, 1996.

Nevada State Contractor License No. 0021752 Class A General Engineering

If BIDDER is:

An Individual

By \_\_\_\_\_ (SEAL)  
(Individual's Name)

doing business as: \_\_\_\_\_

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

A Partnership

By \_\_\_\_\_ (SEAL) (Firm Name)

\_\_\_\_\_ (general partner)

doing business as \_\_\_\_\_

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

A Corporation

By V-C Construction Inc (SEAL) (Corporation Name)

Nevada 1-1-82 (SEAL)  
(state of incorporation)

By Ray Van Winkle (SEAL)  
(name of person authorized to sign)

President  
(Title)

(Corporate Seal)  
Attest [Signature]  
(Secretary)

Business address: P.O. Box 1269

Minden, NV 89423

Phone No.: 782-4099

Date of Qualification to do business is 1-1-82

**A Joint Venture**

By \_\_\_\_\_ (Name) \_\_\_\_\_ (SEAL)

\_\_\_\_\_ (Address)

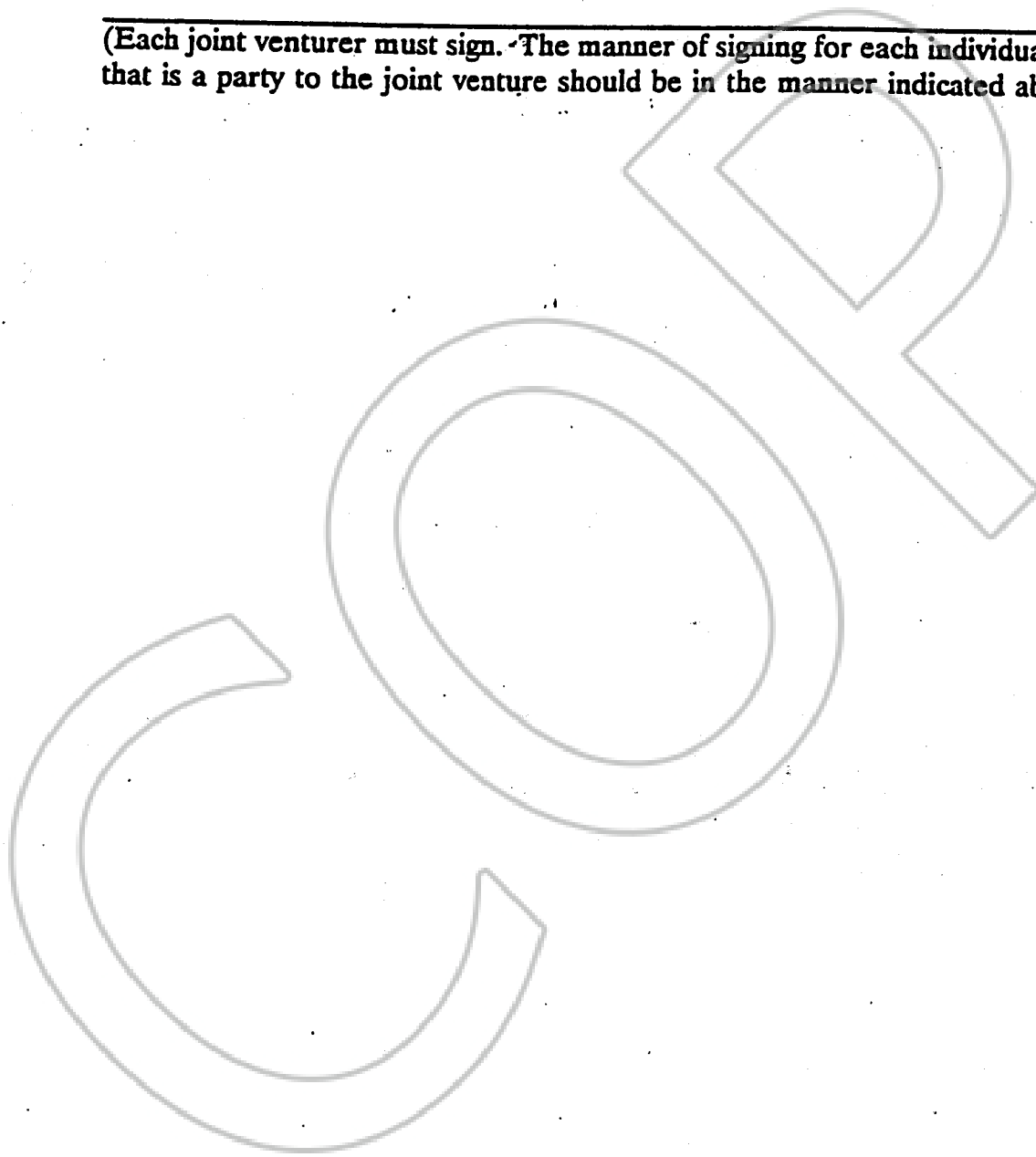
By \_\_\_\_\_ (Name) \_\_\_\_\_ (SEAL)

\_\_\_\_\_ (Address)

Phone Number and Address for receipt of official communications

\_\_\_\_\_

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above).







**UNIT PRICE BID SCHEDULE**

**SKYLAND EROSION CONTROL PROJECT**  
Douglas County Community Development

<u>BID ITEM</u>	<u>UNIT</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL ESTIMATED PRICE</u>
1. Mobilization, Demobilization, Permits, Bonds, and Insurance	L.S.	1	<u>18,709<sup>00</sup></u>	<u>18,709<sup>00</sup></u>
2. Filter Fence or Straw Bale Barriers and Tree Protection Fencing	L.F.	152	<u>5<sup>00</sup></u>	<u>760<sup>00</sup></u>
3. Traffic Control	L.S.	1	<u>3,000<sup>00</sup></u>	<u>3000<sup>00</sup></u>
4. Rock Lined Ditch W = 6', D = 0.5'	L.F.	168	<u>15<sup>00</sup></u>	<u>2520<sup>00</sup></u>
5. Reconstruct Rock Lined Ditch, W = 10', D = 1.67'	L.F.	55	<u>37<sup>00</sup></u>	<u>2035<sup>00</sup></u>
6. Rock Lined Ditch with Tie-in Paving, W = 6', D = 1'	L.F.	55	<u>18<sup>00</sup></u>	<u>990<sup>00</sup></u>
7. Rock Discharge Apron	EA	1	<u>500<sup>00</sup></u>	<u>500<sup>00</sup></u>
8. Infiltration Bed, Type A	L.S.	1	<u>5200<sup>00</sup></u>	<u>5200<sup>00</sup></u>
9. Infiltration Bed, Type B	L.S.	1	<u>4200<sup>00</sup></u>	<u>4200<sup>00</sup></u>
10. Infiltration Bed, Type C	L.S.	1	<u>8000<sup>00</sup></u>	<u>8000<sup>00</sup></u>
11. Infiltration Bed, Type D	L.S.	1	<u>5800<sup>00</sup></u>	<u>5800<sup>00</sup></u>
12. Construct Sediment Basin	EA	1	<u>5200<sup>00</sup></u>	<u>5200<sup>00</sup></u>
13. Remove Drop Inlet	EA	3	<u>400<sup>00</sup></u>	<u>1200<sup>00</sup></u>
14. Remove A.C. Pavement	S.Y.	173	<u>9<sup>00</sup></u>	<u>1557<sup>00</sup></u>
15. Reconstruct Fence	L.S.	1	<u>1000<sup>00</sup></u>	<u>1000<sup>00</sup></u>
16. Adjust Water Valve	EA	4	<u>200<sup>00</sup></u>	<u>800<sup>00</sup></u>
17. Relocate Existing Water Valve	EA	1	<u>1500<sup>00</sup></u>	<u>1500<sup>00</sup></u>
18. Repair Culvert End	EA	1	<u>400<sup>00</sup></u>	<u>400<sup>00</sup></u>

✓ price  
←

UNIT PRICE BID SCHEDULE (continued)

<u>BID ITEM</u>	<u>UNIT</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL ESTIMATED PRICE</u>
19. Tie-in 18" CMP	EA	2	<u>300<sup>00</sup></u>	<u>600<sup>00</sup></u>
20. Remove and Replace A.C. Dike	L.F.	54	<u>11<sup>00</sup></u>	<u>594<sup>00</sup></u>
21. A.C. Pavement	S.Y.	70	<u>27<sup>00</sup></u>	<u>1890<sup>00</sup></u>
22. A.C. Pavement Swale, W = 2', D = 0.5'	L.F.	113	<u>13<sup>00</sup></u>	<u>1469<sup>00</sup></u>
23. A.C. Pavement Swale, W = 6', D = 0.5'	L.F.	188	<u>20<sup>00</sup></u>	<u>3760<sup>00</sup></u>
24. 8" CMP	L.F.	8	<u>25<sup>00</sup></u>	<u>200<sup>00</sup></u>
25. 18" CMP	L.F.	390	<u>45<sup>00</sup></u>	<u>17,550<sup>00</sup></u>
26. 24" CMP	L.F.	116	<u>51<sup>00</sup></u>	<u>5916<sup>00</sup></u>
27. 24" CMP FES	EA	3	<u>145<sup>00</sup></u>	<u>435<sup>00</sup></u>
28. Transverse Drain	EA	1	<u>4000<sup>00</sup></u>	<u>4000<sup>00</sup></u>
29. Drop Inlet, 3' x 2'	EA	2	<u>2500<sup>00</sup></u>	<u>5000<sup>00</sup></u>
30. Drop Inlet, 2' x 2'	EA	1	<u>2100</u>	<u>2100<sup>00</sup></u>
31. 24" CMP Sediment Trap	EA	2	<u>2600</u>	<u>5200<sup>00</sup></u>
32. 36" CMP Sediment Trap	EA	1	<u>3000<sup>00</sup></u>	<u>3000<sup>00</sup></u>
33. 36" CMP Stand Pipe	EA	1	<u>2500<sup>00</sup></u>	<u>2500<sup>00</sup></u>
34. 36" CMP Sediment Basin	EA	2	<u>4500<sup>00</sup></u>	<u>9000<sup>00</sup></u>
35. 36" Junction Box	EA	3	<u>2500<sup>00</sup></u>	<u>7500<sup>00</sup></u>
36. 48" Storm Drain Manhole	EA	1	<u>3000<sup>00</sup></u>	<u>3000<sup>00</sup></u>
37. Type "A" Vegetative Cover	S.Y.	90	<u>10<sup>00</sup></u>	<u>900<sup>00</sup></u>
38. Concrete Valley Gutter, W = 6', D = 0.25'	L.F.	48	<u>45<sup>00</sup></u>	<u>2160<sup>00</sup></u>
39. Type 2 Curb	L.F.	904	<u>24<sup>00</sup></u>	<u>21,696<sup>00</sup></u>

UNIT PRICE BID SCHEDULE (continued)

<u>BID ITEM</u>	<u>UNIT</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>ESTIMATED PRICE</u>
40. Flared Curb Transition	EA	1	<u>900<sup>00</sup></u>	<u>900<sup>00</sup></u>
41. Curb Outlet	EA	2	<u>900<sup>00</sup></u>	<u>1800<sup>00</sup></u>
42. Roadway Delineators	EA	30	<u>88<sup>00</sup></u>	<u>2640<sup>00</sup></u>
43. Concrete Encasement	EA	1	<u>2000<sup>00</sup></u>	<u>2000<sup>00</sup></u>
44. Place Medium Rock Rip-rap	S.F.	175	<u>20<sup>00</sup></u>	<u>3500<sup>00</sup></u>
45. Remove Stumps	EA	3	<u>250<sup>00</sup></u>	<u>750<sup>00</sup></u>
46. One Year Vegetation Maintenance	L.S.	1	<u>1500<sup>00</sup></u>	<u>1500<sup>00</sup></u>

TOTAL OF BID ITEMS 1 THROUGH 46 (numbers) \$ 174,931<sup>00</sup> ←

(words) One hundred seventy-four thousand nine hundred thirty one dollars & 00/100<sup>00</sup>

CHECK ONE:

We qualify and claim the Preferential Bidder Status as specified in NRS 338.147, and have attached the appropriate information in accordance with the requirements of NRS 338.147 as described in Supplementary Condition SC-6.14.3.

We do not qualify for the Preferential Bidder Status as specified in NRS 338.147.

**LIST OF SUBCONTRACTORS**  
(to be submitted after bid opening)

Within two hours after the completion of the opening of the bids, the general contractors who submitted the three lowest bids must provide a list of the name of each subcontractor who will provide labor or a portion of the work or improvement to the contractor for which the subcontractor will be paid an amount exceeding 1 percent of the prime contractor's total bid or \$50,000, whichever is greater, and the number of the license issued to the subcontractor pursuant to NRS Chapter 624. If a general contractor fails to submit such a list within the required time, his bid shall be deemed not responsive. (Refer to Supplementary Condition SC-6.14.4.)

Subcontractor/Address/NV License #

Dollar Value and  
Description of Work

Chisua Concrete, Inc

\$ 12,204<sup>00</sup>

333 A Broadway

Concrete Curb + Gutter

Verington, NV 89447

# 17093

BID BOND

BIDDER (Name and Address):

**V. AND C. CONSTRUCTION, INC.**  
**P. O. BOX 1269**  
**MINDEN, NV. 89423**

SURETY (Name and Address of Principal Place of Business):

**STAR INSURANCE COMPANY**  
**1575 DELUCCHI LANE #207**  
**RENO, NV. 89502**

BID

BID DUE DATE: Thursday, June 29, 1996

PROJECT (Brief Description Including Location):

Skyland Erosion Control Project - Construction of drainage and erosion control improvements including revegetation, storm drainage, concrete rolled curb and gutter, A.C. swale, and sediment basins; and located with Skyland Subdivision.

BOND

BOND NUMBER: SA1427022

DATE (Not later than Bid Due Date): JUNE 13, 1996

PENAL SUM: \*NINE THOUSAND AND NO/100\*\*\*\*\*

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

**V. AND C. CONSTRUCTION, INC.** (Seal)

**STAR INSURANCE COMPANY** (Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By: [Signature]

Signature and Title

By: [Signature]

Signature and Title **REIDA C. ROBINSON**  
(Attach Power of Attorney)

Attest: \_\_\_\_\_

Signature and Title

Attest: [Signature]

Signature and Title **PAT G. NYSTEDT**  
**ASSISTANT UNDERWRITER**

- Note: (1) Above addresses are to be used for giving required notice.  
 (2) Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and Contract Documents.
3. This obligation shall be null and void if:
  - 3.1 Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
  - 3.2 All bids are rejected by Owner, or
  - 3.3 Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable consented to by Surety when required by paragraph 5 hereof.)
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "bid" as used herein includes a bid, offer or proposal as applicable.

STATEMENT OF BIDDER'S  
EXPERIENCE AND FINANCIAL QUALIFICATIONS

The contents of this statement are CONFIDENTIAL

Submitted by:

Name of Organization V + C Construction Inc.

Name of Individual Ray VanWinkle

Title President

Address P.O. Box 1269  
Minden, NV 89423

Telephone 782-4099

Submitted to:

Name Douglas County Community Development

Address 1594 Esmeralda Avenue, Room 202  
Minden, NV 89423

Telephone \_\_\_\_\_

Project Name and Description (if applicable)

Skyland Erosion Control Project

Contractor's General Business Information

Check If:

Corporation  Partnership  Joint Venture  Sole Proprietorship

If Corporation:

a. Date and State of Incorporation

1-1-84 Nevada

b. List of Executive Officers

Name

Title

Ray VanWinkle - President

Ray VanWinkle Jr - V. President

Claudia VanWinkle - Sec / Treasurer

If Partnership:

a. Date and State of Organization

\_\_\_\_\_

\_\_\_\_\_

b. Names of Current General Partners

\_\_\_\_\_

\_\_\_\_\_

c. Type of Partnership

General     Publicly Traded

Limited     Other (describe): \_\_\_\_\_

If Joint Venture:

a. Date and State of Organization

\_\_\_\_\_

\_\_\_\_\_

b. Name, Address and Form of Organization of Joint Venture Partners: (Indicate managing partner by an asterisk\*)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**If Sole Proprietorship:**

**a. Date and State of Organization**

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**b. Name and Address of Owner or Owners**

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1. On Schedule A, attached, list major engineered construction projects completed by this organization in the past five (5) years. (If joint venture list each participant's projects separately.)

2. On Schedule B, attached, list current projects under construction by this organization. (If joint venture, list each participant's projects separately).

3. Name of surety company and name, address, and phone number of agent.

Meadow brook Bonding  
1575 Adeluchi Lane Suite 207  
Reno, Nevada 89502 - Janice Ferguson 752-5489

4. Is your organization a member of a controlled group of corporations as defined in I.R.C. Sec. 15637?

Yes  No

If yes, show names and addresses of affiliated companies.

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5. Furnish on Schedule C, attached, details of the construction experience of the principal individuals of your organization directly involved in construction operations.

6. Has your organization ever failed to complete any construction contract awarded to it?

Yes  No

If yes, describe circumstances on attachment.

7. Has any Corporate officer, partner, joint venture participant or proprietor ever failed to complete a construction contract awarded to him or her in their own name or when acting as a principal of another organization?

Yes  No

8. In the last five years, has your organization ever failed to substantially complete a project in a timely manner?

Yes  No

If yes, describe circumstances on attachment.

9. Indicate general types of work performed with your own work force.

We constructed mainly subdivisions which included sewer line - water line installation, power - phone - excavation for roads - sidewalks

10. If required, can your organization provide a bid bond for this project?  Yes  No

11. What is your approximate total bonding capacity?

- \$500,000 to \$2,000,000
- \$2,000,000 to \$5,000,000
- \$5,000,000 to \$10,000,000
- \$10,000,000 or more

12. Describe the permanent safety program you maintain within your organization. Use attachment if necessary.

We have weekly safety meetings to discuss safety issues

13. Furnish the following information with respect to an accredited banking institution familiar with your organization.

Name of Bank Nevada Banking Company

Address 1374 US Hwy 395  
Gardnerville, NV 89410

Account Manager Susan Faller

Telephone 782-2271

I hereby certify that the information submitted herewith, including any attachment is true to the best of my knowledge and belief, and also authorize and request any person, firm or corporation to furnish any information requested by the Owner in verification of any information submitted herewith.

By: [Signature]  
Title: President

Dated 6-17-96

SCHEDULE A

Name, Location and Description of Project	Owner	Design Engineer	Date Completed	Contract Price	Reference/Contact Include Address and Phone
Chichester Sewer Interceptors - Service Interceptor - Menden, NJ.	Chichester Saint Urban	R.O. Anderson	1995	\$ 476,000.-	R.O. Anderson 782-2322
Country Club Villas Larche Village, NJ Subdivision	Conck Investment	Erik Byers	1994	\$ 450,000.-	- Skopke Conck 831-1700
Golf Course Villas Larche Village, NJ Subdivision	Conck Investments	Erik Byers	1995	\$ 330,000.-	- Stephen Conck 831-1700
Al Tahoe Blvd Storm Drain, Curb, Gutter Improvements	City of South Lake Tahoe		1992	\$ 400,000.-	<del>Thomas Maen</del> Thomas Maen 916-541-4701
El Dorado Middle School Storm Drain - Parking lot Improvements	El Dorado School District		1993	\$ 350,000.-	- Thomas Maen 916-541-4701

**SCHEDULE B**

<u>Name, Location and Description of Project</u>	<u>Owner</u>	<u>Design Engineer</u>	<u>Contract Price</u>	<u>Amount Completed</u>	<u>Date of Scheduled Completion</u>	<u>Reference/Contact Include Address and Phone</u>
Chickster Phase 1 Sewer, Water, Storm Drain, Roads Curb-Cutter Clarks Summit, NJ	Chickster Saint Vickers	R.O. Anderson	\$1.3 million	99%	June 30, 1996	R.O. Anderson, Engineer in 782-23322
Bentley Heritage Rd	Bentley Mco.	R.O. Ande	\$45,000	95%	June 21, 1996	Mr Bentley 782-3611



SCHEDULE C

Name	Position	Date started with this organization	Date started in construction	Prior positions and experience in construction
Raybankink	President	1-1-82	1975	owns Cascade Water Truck Rentals + has been in the construction business for over 20 years -
Raybankink Sr	V. President	1989	1982	worked for his dad in the summer on construction sites every thing from water - sewer pipe line - storm drain excavation curb + gutter -

NON-COLLUSION AFFIDAVIT  
(To be submitted with Bid)

NON-COLLUSION DECLARATION TO BE SUBMITTED WITH BID

I, Ray VanWinkle, declare that I am President of  
(name) (title)

VLC Construction, the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder or fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Executed on 6-20, 1996, in Doughess County.

I declare under penalty of perjury under the laws of the State of Nevada that the foregoing is true and correct.

Ray VanWinkle  
(Signature of Declarant)

END OF NON-COLLUSION AFFIDAVIT

**AFFIDAVIT OF PROOF OF PAYMENTS FOR PREFERENTIAL BID AWARD STATUS**  
(to be submitted with bid)

In accordance with 338.147(2) of the Nevada Revised Statutes, where the difference between the bid prices of the lowest responsive and responsible bidders is five (5) percent or less, Public Agencies must confer a preferential status on a Contractor properly licensed with the State Contractors Board for the type of work to be performed, and has paid certain taxes to make public works projects possible. These taxes must consist of either of the following:

1. Sales and use taxes imposed on materials used for construction of not less than \$5,000 for each of the five (5) years immediately preceding the submission of the bid; or
2. The motor vehicle privilege tax imposed pursuant to Chapter 371 of Nevada Revised Statutes on the vehicles used in the operation of his business of not less than \$5,000 for each of the five (5) years immediately preceding the submission of the bid.
3. Any combination of such sales and use taxes and motor vehicle privilege tax shall be deemed to have submitted a better bid than a competing Contractor who has not provided proof of the payment of those taxes if the amount of his bid is not more than 5 percent higher than the amount bid by the competing Contractor.

To be eligible for preferential status in the event the lowest responsive and responsible bids are within five (5) percent of each other, the Contractor must complete the following as part of his proposal. The Contractor shall have supporting documentation in the form of receipts, canceled checks, etc., as evidence of payment of such taxes, copies of which shall be provided upon request of the County Engineer.

PLEASE CERTIFY BY INITIALING IN THE BLANKS PROVIDED BELOW, THAT THE TOTAL TAXES PAID IN ACCORDANCE WITH 1 AND 2 ABOVE HAVE BEEN AT LEAST \$5,000 PER YEAR FOR EACH YEAR IMMEDIATELY PRECEDING THE SUBMISSION OF THE CONTRACTOR'S BID.

First year immediately preceding submission of bid: June 95  
Initial PR

Second year immediately preceding submission of bid: June 94  
Initial PR

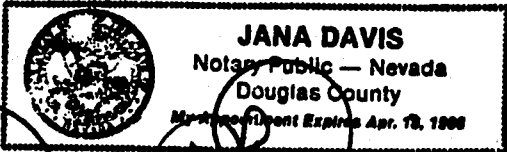
Third year immediately preceding submission of bid: June 93  
Initial PR

Fourth year immediately preceding submission of bid: June 92  
Initial PR

Fifth year immediately preceding submission of bid: June 91  
Initial PR

**AFFIDAVIT OF PROOF OF PAYMENTS FOR PREFERENTIAL BID AWARD STATUS**  
(continued)

I, Ray VanWinkle, (name of party signing this Affidavit of Eligibility for Preferential Status) President, (title), of V & C Construction (name of company or corporation), do hereby declare under penalty of perjury that the total taxes paid as reported within this document are to my knowledge true and correct and will be substantiated by supporting documentation if required by the County Engineer.



*Jana Davis*

*Ray VanWinkle*  
Signature

President  
Title

Subscribed and sworn to me this 20<sup>th</sup> day of June, 19 96.

Attach proof of payments for preferential bid award status.



**AGREEMENT**

**COPY**

**393820**

**BK0896PG1272**

**AGREEMENT**

THIS AGREEMENT is dated as of the 1 day of August in the year 1996 by and between Douglas County (hereinafter called OWNER) and V & C Construction, Inc. (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**Article 1. WORK**

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The work consists of construction of drainage and erosion control improvements including revegetation, storm drainage, rolled concrete curb and gutter, A.C. swale shoulder work, and sediment basins.

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Skyland Erosion Control Project

**Article 2. ENGINEER**

The Project has been designed by:

JWA Consulting Engineers, Inc.  
276 Kingsbury Grade, Suite 201  
P.O. Box 1819  
Zephyr Cove, NV 89448

who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

**Article 3. CONTRACT TIMES**

- 3.1. The Work will be substantially completed on or before October 4, 1996, and completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions on or before October 11, 1996.
- 3.2. Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times

specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER five hundred dollars (\$500.00) for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER five hundred dollars (\$500.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. Refer to Supplementary Condition SC A-3.

#### Article 4. CONTRACT PRICE

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the amount determined pursuant to paragraph 4.1.

4.1. For all Unit Price Work, an amount equal to the sum of the established unit price shown on the attached CONTRACTOR's Unit Price Bid Schedule for each separately identified item of Unit Price Work time the actual quantity of that item.

As provided in paragraph 11.9 of the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by ENGINEER as provided in paragraph 9.10 of the General Conditions. Unit prices have been computed as provided in paragraph 11.9.2 of the General Conditions.

#### Article 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1. Progress Payments; Retainage. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the last day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2 below. All such payments will be measured by the schedule of values established in paragraph 2.9 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

5.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions.

90 % of Work completed (with the balance being retainage). If Work has been 50% completed as determined by ENGINEER, and if the character and progress of the Work have been satisfactory to OWNER and ENGINEER, OWNER on recommendation of ENGINEER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage.

on account of Work completed, in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100% of the Work completed.

5.1.2. Upon Substantial Completion, an amount sufficient to increase total payments to CONTRACTOR to 90% of the Contract Price (with the balance being retainage), less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions.

5.2. Final Payment. Upon Final completion and acceptance of the Work in accordance with paragraph 14.13 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.13.

## Article 6. INTEREST

All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

## Article 7. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- 7.1. CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and the other related data identified in the Bidding Documents including "technical data".
- 7.2. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work.
- 7.3. CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work.
- 7.4. CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.2.1 of the General Conditions. CONTRACTOR accepts the determination set forth in paragraph SC-4.2 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which CONTRACTOR is entitled to rely as provided in paragraph 4.2 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety

precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within Contract Times and in accordance with the other terms and conditions of the Contract Documents.

- 7.5. Contractor is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.
- 7.6. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations explorations, tests, studies and data with the Contract Documents.
- 7.7. CONTRACTOR has given ENGINEER written notice of all conflicts, errors ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

#### Article 8. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 8.1. This Agreement (pages 1 to 7, inclusive).
- 8.2. Exhibits to this Agreement (none).
- 8.3. Performance, Payment and other Bonds, identified as Exhibits PB-1 and PB-2 and consisting of two pages.
- 8.4. Notice of Award.
- 8.5. General Conditions (pages GC-1 to GC-42, inclusive).
- 8.6. Exhibit GC-A to General Conditions of the Agreement (pages GC-A1 to GC-A2, inclusive).
- 8.7. Supplementary Conditions (pages SC-1 to SC-22, inclusive).
- 8.8. Specifications bearing the title Construction Specifications and consisting of <sup>23</sup> divisions ~~(Divisions 1 to 3, inclusive)~~ and 57 pages, as listed in the table of contents thereof.
- 8.9. Drawings consisting of a cover sheet and sheets numbered 1 through 11, inclusive with each sheet bearing the following general title:  

Skyland Erosion Control Project
- 8.10. Addenda numbers 1 to 1, inclusive.
- 8.11. CONTRACTOR's Bid (pages BF-1 to BF-22 inclusive) marked exhibit       .

- 8.12. Documentation submitted by CONTRACTOR prior to Notice of Award (pages \_\_\_ to \_\_\_, inclusive).
- 8.13. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraphs 3.5 and 3.6 of the General Conditions.
- 8.14. Standard Specifications for Public Works Construction, Regional Transportation Commission of Washoe County, Washoe County, City of Sparks, City of Reno, Carson City, Douglas County, City of Yerington, 1992 edition, incorporated by reference.

The documents listed in paragraphs 8.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.5 and 3.6 of the General Conditions.

#### Article 9. MISCELLANEOUS

- 9.1. Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.
- 9.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.3. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 9.4. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- 9.5. If applicable, in the event that there is any litigation relative to the interpretation or enforcement of this agreement or any of the Contract Documents, the prevailing party shall be entitled to a reasonable Attorney's fee, together with costs of suit.

This Agreement will be effective on August 1, 1996

DOUGLAS COUNTY, NEVADA - OWNER

Robert L. Allgeier  
Robert L. Allgeier, Chairman  
Board of County Commissioners

STATE OF NEVADA )  
 )ss.  
COUNTY OF DOUGLAS )

On the 1<sup>st</sup> day of August, 1996, Robert L. Allgeier, Chairman, Board of County Commissioners, personally appeared before me, Barbara J. Reed, Douglas County Clerk, and acknowledged to me that, in conformance with the direction of the Board of Douglas County Commissioners' meeting of Aug 1, 1996, he executed the above instrument on behalf of Douglas County, a political subdivision of the State of Nevada.

Barbara J. Reed  
Barbara J. Reed, Douglas County Clerk

V & C Const - CONTRACTOR:  
By: Raymond Van Winkle  
(Authorized Representative)

Print Name: Raymond Van Winkle

STATE OF NEVADA )  
 )SS.  
COUNTY OF DOUGLAS )

On this 22<sup>nd</sup> day of July, in the year 1996 before me, Raymond W. Van Winkle Notary Public, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is (are) subscribed to this instrument, and acknowledged that he (she/they) executed it.

WITNESS my hand and official seal.

Janie Ferguson  
Notary's Signature  
My Commission Expires: April 18, 1997



Address for giving notices to Owner:

Ronald J. Roman, Associate Engineer  
Douglas County Community Development  
P.O. Box 218  
Minden, NV 89423

Address for giving notices to Contractor:

V & C Const  
PO Box 1259  
Minden NV 89423

NV License No. 0021752

Agent for service process:

Ray Van Winkle

Summary of Attachments to be affixed to this document:

Attachment "A" - Photocopy of Bid Schedule

Attachment "B" - Original executed Performance Bond

Attachment "C" - Original executed Payment Bond

Addenda Numbered \_\_\_ through \_\_\_ (if any)



**PERFORMANCE AND PAYMENT BONDS**

COPY

**393820**  
**BK0896PG1280**

BOND NUMBER: SA1427045  
PREMIUM: \$3,630.00

# Construction Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**CONTRACTOR (Name and Address):**

V AND C CONSTRUCTION, INC.  
P. O. BOX 1269  
MINDEN, NV. 89423

**SURETY (Name and Principal Place of Business):**

STAR INSURANCE COMPANY  
1575 DELUCCHI LANE #207  
RENO, NV. 89502

**OWNER (Name and Address):**

COUNTY OF DOUGLAS PUBLIC WORKS  
1615 8TH STREET  
MINDEN, NV. 89423

RECEIVED

AUG 06 1996

DOUGLAS COUNTY  
COMMUNITY DEVELOPMENT

**CONSTRUCTION CONTRACT**

Date: JULY 11, 1996

Amount: \$175,301.00

Description (Name and Location): SKYLAND EROSION CONTROL PROJECT  
MINDEN, NEVADA

**BOND**

Date (Not earlier than Construction Contract Date): JULY 17, 1996

Amount: \$175,301.00

Modifications to this Bond Form:

**CONTRACTOR AS PRINCIPAL**

Company: V AND C CONSTRUCTION, INC. (Corp. Seal)

Signature: *[Handwritten Signature]*

Name and Title: V & C President

**SURETY**

Company: STAR INSURANCE COMPANY (Corp. Seal)

Signature: *[Handwritten Signature]*

Name and Title: REIDA C. ROBINSON  
ATTORNEY-IN-FACT

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

**SURETY**

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Nevada Resident Agent  
*[Handwritten Signature]*  
Reida C. Robinson  
Star Insurance Company  
1575 Delucchi Lane  
Suite 207  
Reno, Nevada 89502  
License #38286

EJCDC No. 1910-28A (1984 Edition)

Prepared through the joint efforts of The Surety Association of America, Engineers' Joint Contract Documents Committee, The Associated General Contractors of America, and the American Institute of Architects.

393820  
BK0896PG1281

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1. The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2. The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3. The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1. Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

4.2. Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

2. Deny liability in whole or in part and notify the Owner citing reasons therefor.

5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner, of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1. The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2. Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3. Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.

8. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the maximum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

12.1. Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2. Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3. Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4. Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

(FOR INFORMATION ONLY—Name, Address and Telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

393820

BK 0896PG 1282

BOND NUMBER: SA1427045  
PREMIUM INCLUDED IN PERFORMANCE BOND

# Construction Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**CONTRACTOR (Name and Address):**  
V AND C CONSTRUCTION, INC.  
P. O. BOX 1269  
MINDEN, NV. 89423

**SURETY (Name and Principal Place of Business):**  
STAR INSURANCE COMPANY  
1575 DELUCCHI LANE #207  
RENO, NV. 89502

**OWNER (Name and Address):**  
COUNTY OF DOUGLAS PUBLIC WORKS  
1615 8TH STREET  
RENO, NV. 89423

RECEIVED

AUG 06 1996

DOUGLAS COUNTY  
COMMUNITY DEVELOPMENT

**CONSTRUCTION CONTRACT**  
Date: JULY 11, 1996  
Amount: \$175,301.00  
Description (Name and Location): SKYLAND EROSION CONTROL PROJECT  
MINDEN, NV.

**BOND**  
Date (Not earlier than Construction Contract Date): JULY 17, 1996  
Amount: \$175,301.00  
Modifications to this Bond Form:

**CONTRACTOR AS PRINCIPAL**  
Company: V AND C CONSTRUCTION, INC. (Corp. Seal)  
Signature: \_\_\_\_\_  
Name and Title: *Person U/C*

**SURETY**  
Company: STAR INSURANCE COMPANY (Corp. Seal)  
Signature: *Reida C. Robinson*  
Name and Title: REIDA C. ROBINSON  
ATTORNEY-IN-FACT

**CONTRACTOR AS PRINCIPAL**  
Company: \_\_\_\_\_ (Corp. Seal)  
Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_

**SURETY**  
Company: \_\_\_\_\_ (Corp. Seal)  
Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_

Nevada-Resident Agent  
*Reida C. Robinson*  
Reida C. Robinson  
Star Insurance Company  
1575 Delucchi Lane  
Reno, Nevada 89502  
License #38286

EJCDC No. 1910-28B (1984 Edition)  
Prepared through the joint efforts of the Surety Association of America, Engineers' Joint Contract Documents Committee, The Associated General Contractors of America, American Institute of Architects, American Subcontractors Association, and the Associated Builders and Contractors.

393820

BK 0896 PG 1283

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated hereto by reference.

2. With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2. Defends, indemnifies and holds harmless the Owner from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered deposit of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond and:

4.1. Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2. Claimants who do not have a direct contract with the Contractor:

1. Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

2. Have either received a rejection in whole or in part from the Contractor, or not received within 90 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and

3. Not having been paid within the above 90 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1. Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2. Pay or arrange for payment of any undisputed amounts.

7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract

and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's prior use of the funds for the completion of the work.

9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2 (iii), or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### 15. DEFINITIONS

15.1. **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2. **Construction Contract:** The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3. **Owner Default:** Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

(FOR INFORMATION ONLY—Name, Address and Telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

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# STAR INSURANCE COMPANY

## GENERAL POWER OF ATTORNEY

NO.: **SA 1427045**  
(Void unless numbered in red.)

KNOW ALL MEN BY THESE PRESENTS, that Star Insurance Company has made, constituted and appointed, and by these presents does make, constitute and appoint

**REIDA C. ROBINSON OF RENO, NEVADA**

its true and lawful attorney-in-fact, for it and in its name, place, and stead to execute on behalf of the said Company, as surety, bonds, undertakings and contracts or suretyship to be given to

**Applicable to All Obligees**

provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of **two million five hundred thousand (\$2,500,000.00) dollars.**

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company on the 7th day of January, 1993.

"RESOLVED, that the Chairman of the Board, the Vice Chairman of the Board, the President, an Executive Vice President or a Senior Vice President or a Vice President of the Company be, and that each or any of them is, authorized to execute Powers of Attorney qualifying the attorney-in-fact named in the given Power of Attorney to execute in behalf of the Company bonds, undertakings and all contracts of suretyship; and that an Assistant Vice President, a Secretary or an Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached."

IN WITNESS WHEREOF, STAR INSURANCE COMPANY has caused its official seal to be hereunto affixed, and these presents to be signed by one of its Senior Vice Presidents and attested by one of its Assistant Vice Presidents this 13th day of March, 1995.

Attest:

STAR INSURANCE COMPANY

By

*Ernestine M. Dougherty*  
Ernestine Dougherty, Assistant Vice President

*Marc S. Willner*  
Marc S. Willner, Senior Vice President



STATE OF MICHIGAN }  
                                  } ss.:  
COUNTY OF OAKLAND }

On this 13th day of March, 1995, before me personally came Marc S. Willner, to me known, who being by me duly sworn, did depose and say that he is a Senior Vice President of STAR INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



*Colleen Keltz*  
NOTARY PUBLIC  
My Commission Expires:

**COLLEEN KELTZ**  
**Notary Public, Oakland County, MI**  
**My Commission Expires Apr. 30, 1999**

### CERTIFICATE

I, the undersigned, of STAR INSURANCE COMPANY, a Michigan corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney, is now in force.

Signed and sealed at the city of Southfield in the State of Michigan. Dated the 17 day of July, 1996

*Mary Jo Renaud*  
Mary Jo Renaud, Assistant Secretary

**393820**

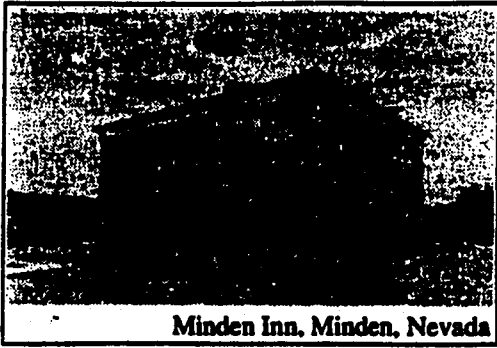
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**NOTICE OF AWARD**

COPY

**393820**

**BK0896PG1286**



Minden Inn, Minden, Nevada

# DOUGLAS COUNTY Community Development

Planning Division  
Engineering Division  
Building Division  
Regional Transportation  
Facilities Operations  
Water Utility  
Road Maintenance  
Vehicle Maintenance  
Code Enforcement

**BOB NUNES**

*Director of Community Development*

July 11, 1996

Ray Van Winkle  
V & C Construction, Inc.  
P.O. Box 1269  
Minden, NV 89423

Subject: Skyland Erosion Control Project - Notice of Award

Dear Mr. Van Winkle:

At their July 11, 1996 meeting, the Board of County Commissioners awarded a contract to V & C Construction, Inc. in the amount of \$175,301.00 for the above referenced project. A Notice of Award and three copies of the contract are enclosed for your review and signature. Please sign and return all three copies of the contract, a signed copy of the Notice of Award, and the required performance and payment bonds by July 26, 1996. One copy of the executed contract will be returned to you after it has been signed by Douglas County.

Once the contracts are signed, and required bonds have been provided, a pre-construction conference will be scheduled before a Notice to Proceed is issued. I anticipate holding the pre-construction conference between August 1 and August 7.

Please call me if you have any questions.

Sincerely,

Ronald J. Roman, PE  
Associate Engineer

c: Blaise D'Angelo, JWA Consulting Engineers, Inc.  
Sue Norman, U.S. Forest Service, Lake Tahoe Basin Management Unit

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# NOTICE OF AWARD

Dated JULY 11, 1996

TO: V & C CONSTRUCTION, INC.  
(BIDDER)

ADDRESS: P.O. BOX 1269  
MINDEN, NEVADA 89423

PROJECT SKYLAND EROSION CONTROL PROJECT

OWNER'S CONTRACT NO. N.A.

CONTRACT FOR SKYLAND EROSION CONTROL PROJECT

(Insert name of Contract as it appears in the Bidding Documents)

You are notified that your Bid dated JUNE 20, 1996 for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a contract for

CONSTRUCTION OF EROSION CONTROL AND DRAINAGE IMPROVEMENTS WITHIN THE  
SKYLAND SUBDIVISION

(Indicate total Work, alternates or sections of Work awarded)

The Contract Price of your contract is ONE HUNDRED SEVENTY FIVE THOUSAND THREE  
HUNDRED AND ONE -----Dollars (\$175,301.00)

[Insert appropriate data in re Unit Prices. Change language for Cost-Plus contracts.]

3 copies of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award. N.A. sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within 15 days of the date of this Notice of Award, that is by

JULY 26, 1996

1. You must deliver to the OWNER 3 fully executed counterparts of the Agreement including all the Contract Documents. ~~This includes the triplicate sets of Drawings.~~ Each of the Contract Documents must bear your signature on ~~(the cover) (every)~~ page (pages A-7).
2. You must deliver with the executed Agreement the Contract Security (Bonds) as specified in the Instructions to Bidders (paragraph 18), General Conditions (paragraph 5.1) and Supplementary Conditions (paragraph SC-5.1).

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3. (List other conditions precedents).

Multiple horizontal lines for listing conditions and precedents.

Failure to comply with these conditions within the time specified will entitle OWNER to consider your bid in default, to annul this Notice of Award and to declare your Bid Security forfeited.

Within 10 days after you comply with the above conditions, OWNER will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

DOUGLAS COUNTY  
(OWNER)  
By: Ronald J. Roman  
(AUTHORIZED SIGNATURE)  
Associate Engineer  
(TITLE)

ACCEPTANCE OF AWARD

V & C CONSTRUCTION, INC.  
(CONTRACTOR)  
By: \_\_\_\_\_  
(AUTHORIZED SIGNATURE)  
\_\_\_\_\_  
(TITLE)  
\_\_\_\_\_  
(DATE)

COPY to ENGINEER  
(Use Certified Mail.  
Return Receipt Requested)

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**DOUGLAS COUNTY COMMUNITY DEVELOPMENT**

**SKYLAND GENERAL IMPROVEMENT DISTRICT**

**ADDENDUM NO. 1**

**Project:** Skyland Erosion Control Project  
**Owner:** Douglas County Community Development  
**Date:** June 13, 1996  
**Project No.:** 94010  
**To:** All Prospective Bidders

You are hereby directed to read and incorporate the contents of this addendum in your bid.

1. **CLARIFICATION.** All Bidders shall note Supplementary Condition SC-4.2.1.1, "Subsurface Conditions," which states,

"No subsurface exploration or other geotechnical investigations have been performed for the site. Contractor shall have full responsibility with respect to subsurface conditions at the site."

2. **CLARIFICATION.** All Bidders shall note Supplementary Condition SC-4.1, "Availability of Lands," which states in part,

"Whenever public or private property is so damaged or destroyed, the CONTRACTOR shall at its own expense, restore such property to a condition equal to that existing before such damage or injury was done by repairing, rebuilding or replacing it as may be directed, or the CONTRACTOR shall otherwise make good such damage or destruction in an acceptable manner. If the CONTRACTOR fails to do so, the ENGINEER may, after giving the CONTRACTOR notice in writing, proceed to repair, rebuild or otherwise restore such property as may be deemed necessary, and the cost thereof shall be deducted from any compensation due, or which may become due, the CONTRACTOR under its Contract."

Bidders should consider the above contract requirement in developing unit bid prices for work within easements.

3. **REPLACE** the following article, under Bid Item 44 - "Place Medium Rock Rip-Rap," on page 01025-8 of Section 01025, "Definition of Bid Items" of the Construction Specifications:

"2. Payment. Basis for payment shall be at the Contract Unit Price per square foot. This price shall encompass all work, materials, equipment and

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labor for completed placement of medium rock rip-rap. This work shall include but not be limited to preparation of subgrade, procurement and placement of medium rock rip-rap, and all other appurtenant work necessary for the completed placement of medium rock rip-rap."

with the following:

"2. Payment. Basis for payment shall be at the contract Unit Price per square foot. This price shall encompass all work, materials, equipment and labor for completed placement of medium rock rip-rap, including associated work in removing and replacing existing fencing, and landscaping within and adjacent to the existing 10-foot easement. The work shall include but not be limited to preparation of subgrade, procurement and placement of medium rock rip-rap, and all other appurtenant work necessary for the completed placement of medium rock rip-rap."

4. INSERT pages BF-12 through BF-15 of the Bid Form (not included in some sets of bid documents) between pages BF-11 and BF-16. Disregard if pages included in Bidder's respective set.
5. REPLACE the Estimated Quantity shown for Bid Item 5 (55 LF) with 65 LF on page BF-7 of the Bid Form of the Bid Documents.

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Receipt of this addendum MUST be acknowledged in the space provided on page BF-1 of the completed Bid Form.



Blaise D'Angelo, P.E.  
JWA Consulting Engineers, Inc.

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1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and Contract Documents.

3. This obligation shall be null and void if:

3.1 Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or

3.2 All bids are rejected by Owner, or

3.3 Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable consented to by Surety when required by paragraph 5 hereof.)

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of

default required in paragraph 4 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "bid" as used herein includes a bid, offer or proposal as applicable.

**STATEMENT OF BIDDER'S  
EXPERIENCE AND FINANCIAL QUALIFICATIONS**

The contents of this statement are **CONFIDENTIAL**

**Submitted by:**

Name of Organization \_\_\_\_\_

Name of Individual \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone \_\_\_\_\_

**Submitted to:**

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Telephone \_\_\_\_\_

Project Name and Description (if applicable)

\_\_\_\_\_  
\_\_\_\_\_

**Contractor's General Business Information**

Check If:

Corporation     Partnership     Joint Venture     Sole Proprietorship

**If Corporation:**

a. Date and State of Incorporation

\_\_\_\_\_  
\_\_\_\_\_

**b. List of Executive Officers**

**Name**

**Title**

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**If Partnership:**

**a. Date and State of Organization**

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**b. Names of Current General Partners**

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**c. Type of Partnership**

General     Publicly Traded  
 Limited     Other (describe): \_\_\_\_\_

**If Joint Venture:**

**a. Date and State of Organization**

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**b. Name, Address and Form of Organization of Joint Venture Partners: (Indicate managing partner by an asterisk\*)**

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**If Sole Proprietorship:**

**a. Date and State of Organization**

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**b. Name and Address of Owner or Owners**

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1. On Schedule A, attached, list major engineered construction projects completed by this organization in the past five (5) years. (If joint venture list each participant's projects separately.)
2. On Schedule B, attached, list current projects under construction by this organization. (If joint venture, list each participant's projects separately).
3. Name of surety company and name, address, and phone number of agent.

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4. Is your organization a member of a controlled group of corporations as defined in I.R.C. Sec. 15637?  
 Yes  No

If yes, show names and addresses of affiliated companies.

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5. Furnish on Schedule C, attached, details of the construction experience of the principal individuals of your organization directly involved in construction operations.

6. Has your organization ever failed to complete any construction contract awarded to it?  
 Yes  No

If yes, describe circumstances on attachment.

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089104880NE



COPY

REQUESTED BY  
**DOUGLAS COUNTY**  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

'96 AUG -7 P3:34

LINDA SLATER  
RECORDER

PAID KJ DEPUTY

393820

**CERTIFIED COPY**

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

DATE:

*August 7, 1996*

*B. REED* Clerk of the *9th* Judicial District Court  
of the State of Nevada, in and for the County of Douglas.

By

*Carol M. Mullock* Deputy

**SEAL**

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